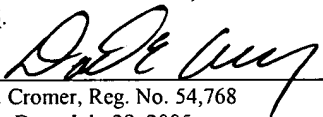


IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application)	<u>PATENT APPLICATION</u>
)	
Inventor(s): Henk Schaake)	
)	Art Unit:
SC/Serial No.: 10/510,376)	
)	Examiner:
Filed: October 5, 2004)	
)	
Title: OPTICAL CONTROLS)	<u>Customer No. 28554</u>
)	

CERTIFICATE OF MAILING UNDER 37 C.F.R. § 1.8

I hereby certify that this correspondence is being deposited in the United States Postal Service with sufficient postage as first class mail in an envelope addressed to Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on July 28, 2005.



David E. Cromer, Reg. No. 54,768
Signature Date: July 28, 2005

(Attorney Signature)

PETITION TO MAKE APPLICATION FOR PATENT ON BEHALF OF AND AS AGENT
OF THE INVENTOR UNDER 37 C.F.R. §1.47(b)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

08/08/2005 ATRAM1 00000075 10510375
02 FC:1464 130.00 00

Sir:

Cliffgroup Limited, the assignee of the above-identified patent application, hereby petitions the Commissioner under 37 CFR 1.47(b) to make application for patent on behalf of and as agent of Henk Schaake, the sole inventor of the "Optical Controls" invention described in the above-identified patent application. Cliffgroup Limited asserts that upon grant of the petition, the requirements for acceptance of the above-identified patent application under 35 U.S.C. § 371, as set forth in the Notification of Missing Requirements mailed March 29, 2005, have been met. Specifically, Cliffgroup Limited asserts that the requirement of an oath or declaration of the inventors has been met by this petition and accompanying papers.

In support of the petition, a *Declaration of John P. Tothill* ("*Tothill Declaration*"), United Kingdom attorney for the assignee, setting forth proof of the pertinent facts and including

Exhibits 1-13 in support thereof, is submitted herewith. Citation to the pertinent portions of the *Tothill Declaration* as well as to the accompanying exhibits attached thereto is provided herein.

Also Accompanying this petition are a Declaration under 37 CFR 1.63 and 1.64 and a Statement under 37 CFR 3.73(b), both executed by Cliffgroup Limited.

I. The Invention(s) Have Been Assigned to Cliffgroup Limited

Cliffgroup Limited is the owner of the entire right, title, and interest in the invention(s) described in the above-identified patent application. The sole inventor, Henk Schaake, assigned all his rights, title, and interest in the invention and the right to make applications for patents in any country of the world to DigiCliff Limited. *See Tothill Declaration, ¶ 2, Exhibit 1.* DigiCliff Limited later changed its name to Infinium Technologies Limited. *See Tothill Declaration, ¶ 3, Exhibit 2.* Mr. Schaake confirmed the assignment of his rights to Infinium Technologies Limited by executing another assignment which assigned all his rights, title, and interest in the invention and the right to make applications for patents in any country of the world to Infinium Technologies Limited. *See Tothill Declaration, ¶ 4, Exhibit 3.* Infinium Technologies Limited assigned all its rights, title, and interest in the invention and the right to make applications for patents in any country of the world to Cliff Plastics Products Limited. *See Tothill Declaration, ¶ 5, Exhibit 4.* Cliff Plastics Products Limited later changed its name to Cliffgroup Limited. *See Tothill Declaration, ¶ 6, Exhibit 5.* Together, Exhibits 1-5 of the *Tothill Declaration* form documentary evidence of a chain of title for the above-identified patent application from Mr. Schaake to Cliffgroup Limited. This documentary evidence of chain of title has been recorded by the USPTO at Reel 016250, Frames 0939-0942; Reel 016240, Frames 0223-0224; Reel 016240, Frames 0238-0242; Reel 016240, Frames 0243-0248 and Reel 016240, Frames 0252-0253.

II. Relation to the Inventor

Cliffgroup Limited is the assignee of any and all of Henk Schaake's rights, title, and interest in the invention(s) and his rights to make applications for patents in any country in the world as evidenced in the *Tothill Declaration* at paragraphs 2-6 and in Exhibits 1-5 attached thereto.

III. The Sole Inventor Refuses to Execute the Application Papers

The sole inventor, Henk Schaake, has refused to execute the application Declaration.

Mr. Schaake was initially presented with a Declaration for his signature in an email from Mr. Tothill dated April 20, 2005. *See Tothill Declaration, ¶ 8, Exhibit 7.* Mr. Schaake replied in a May 9, 2005 email that he had no intention of transferring his inventor rights and would not sign the documents. *See Tothill Declaration, ¶ 9, Exhibit 8.*

On May 11, 2005, Mr. Tothill again wrote to Mr. Schaake requesting his signature on the Declaration and explaining that he had already assigned his entire right, title, and interest in the Invention(s) and the rights to make applications for patents in any country in the world. *See Tothill Declaration, ¶ 10, Exhibit 9.* Mr. Tothill further explained that those rights were currently held by Cliffgroup Limited. *See id.* Mr. Tothill explained that in Mr. Schaake's assignment of his rights, he agreed to execute all documents and give all assistance as the assignee may require in order to prosecute patent applications for the Invention(s). *See id.* Mr. Schaake replied in a May 12, 2005 email that he would not sign the Declaration. *See Tothill Declaration, ¶ 11, Exhibit 10.* Mr. Schaake asserted that Cliffgroup Limited was obligated to pay a monthly consultancy fee to Digimix, Inc., a company with whom Mr. Schaake was associated, as long as Infinium Technologies Limited would continue the development, production, sales, and marketing of optical control products and its technology. *See id.* Mr. Schaake asserted his position that when Cliffgroup Limited decided to stop its monthly payment to Digimix, Inc., he was entitled to go elsewhere with his invention. *See id.* Mr. Schaake sent a subsequent email to Mr. Tothill on May 12, 2005 explaining that he would compromise with Cliffgroup Limited if Cliffgroup Limited would make a compensation payment to him. *See Tothill Declaration, ¶ 12, Exhibit 11.*

Mr. Tothill again wrote to Mr. Schaake on June 22, 2005 via email and letter sent by DHL Courier. *See Tothill Declaration, ¶ 13, Exhibit 12.* With that letter and email, Mr. Tothill enclosed a complete set of application papers including the specification, drawings, claims, and Declaration. *See id.* Mr. Tothill again requested Henk Schaake's signature on the Declaration. *See id.* Mr. Tothill explained that the Declaration sets out that Henk Schaake is the first inventor of the invention described and claimed in the patent application and that he agrees with all the statements made in the application. *See id.* Mr. Tothill further explained that the Declaration does not change the ownership of the patent application and that the application had been assigned in its entirety to Cliffgroup Limited. *See id.*

Mr. Schaake reaffirmed his refusal to sign the declaration in a June 23, 2005 email to Mr. Tothill. *See Tothill Declaration, ¶ 15, Exhibit 13*

Notwithstanding Mr. Schaake's offer to cooperate with Cliffgroup Limited and sign the Declaration only if a compensation fee is paid to him, Exhibits 1-5 of the *Tothill Declaration* show a clear chain of title for the above-identified patent application from Mr. Schaake to Cliffgroup Limited. Accordingly, his offer to sign only if paid a compensation fee should be treated as a refusal to sign since all rights in the invention are currently held by Cliffgroup Limited.

IV. Last Known Address of Inventor

The last known address of the sole inventor, Henk Schaake, is:

Henk Schaake
Hooizolder 258
NL-9250 CE Drachten
The Netherlands

A current business address, as understood by the assignee, of Mr. Schaake is:

Henk Schaake
HSDAE, Henk Schaake Digital Audio Engineering
Post Box 760
9200 AT Drachten
The Netherlands

A previous business address, as understood by the assignee, of Mr. Schaake is:

Henk Schaake
Service Centrum Leger Des Heils
Tuinen 32
8911 KE Leeuwarden
The Netherlands

A complete set of application papers were sent to each of these addresses by Mr. Tothill. *See Tothill Declaration, ¶ 13, Exhibit 12.*

V. Declaration by Cliffgroup Limited

Cliffgroup Limited has executed a Declaration under 37 CFR 1.63 and 1.64. A copy of the Declaration is submitted herewith.

Cliffgroup Limited has further executed a Statement under 3.73(b) asserting that it is the assignee of the entire right, title, and interest in the invention and above-identified patent application.

VI. Filing the Application is Necessary to Preserve the Rights of the Parties

The present application claims priority from International Application No. PCT/GB03/01524, which was filed on April 8, 2003, and which claims priority from UK Patent Application No. 0208048.9, filed on April 8, 2002. Accordingly, the time period for filing a national phase U.S. patent application claiming priority to the International Application expired on October 8, 2004. The present application was timely filed on October 5, 2004. Thus, the filing date of October 5, 2004 must be afforded the assignee in order to preserve the rights of the parties.

VII. Corresponding United Kingdom Application

UK Patent Application No. 0208048.9, from which the present U.S. Patent Application ultimately claims priority through International Patent Application No. PCT/GB03/01524, has been abandoned in favor of UK Patent Application No. 0308094.2, which claims priority to UK Patent Application No. 0208048.9 and has been granted as UK Patent No. 2390424. All formal requirements for registering Cliffgroup Limited's rights in UK Patent No. 2390424 have been fulfilled and the patent stands in the name of Cliffgroup Limited. *See Tothill Declaration*, ¶ 7, *Exhibit 6*.

VIII. Conclusion

Cliffgroup Limited has met all the requirements, as shown above and evidenced in the accompanying *Declaration of John P. Tothill* (including Exhibits 1-13), under 37 CFR 1.47(b) for making application for patent on behalf of and as agent for the sole inventor, Henk Schaake. Having met all the requirements of 37 CFR 1.47(b), Cliffgroup Limited requests that the present petition be granted.

Cliffgroup Limited asserts that the requirement for an oath or declaration of the inventors as set forth in the Notification of Missing Requirements under 35 U.S.C. 371 has been met by the present petition, the accompanying Declaration of Cliffgroup Limited, and the Statement under 37 CFR 3.73(b) by Cliffgroup Limited.

Enclosed is a PETITION FOR EXTENSION OF TIME UNDER 37 C.F.R. § 1.136 for extending the time to respond to the Office Action, up to and including today, July 28, 2005.

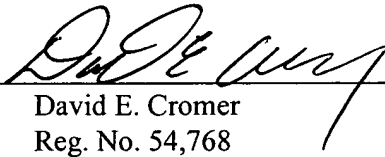
The petition fee of \$130.00, set forth in 37 C.F.R. §1.17(h), is provided by the enclosed check.

The Commissioner is authorized to charge any underpayment or credit any overpayment associated with this communication to Deposit Account No. 501826. A duplicate copy of this authorization is enclosed.

Respectfully submitted,

Date: July 28, 2005

By: _____


David E. Cromer
Reg. No. 54,768

VIERRA MAGEN MARCUS HARMON & DENIRO LLP
685 Market Street, Suite 540
San Francisco, CA 94105-4206
Telephone: (415) 369-9660
Facsimile: (415) 369-9665

EXHIBIT 1

ASSIGNMENT

Henk Schaake

Digicliff Limited

ASSIGNMENT

DATE: *1st May 2002*

PARTIES:

- (1) HENK SCHAAKE, a Dutch citizen, whose home address is Hooizolder 258, 9205 CE Drachten, The Netherlands ("the Inventor"); and
- (2) DIGICLIFF LIMITED, a British Company whose registered number is 4386126, and whose registered office or principal place of business is at 78 High Street, Lewes, East Sussex, BN7 1XF, UK ("the Assignee").

RECITALS:

1. The Inventor is the inventor of the invention(s) entitled "Optical Controls" ("the Invention(s)") described in UK Patent Application No.0208048.9 dated 8 April 2002 ("the Application") filed by the Assignee.
2. The Inventor is willing to assign all his right, title and interest in the Invention(s) and the Application to the Assignee subject to the provisions of this Assignment.

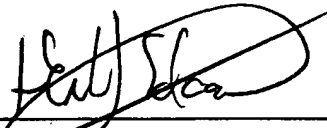
OPERATIVE TERMS:

1. The Inventor IN CONSIDERATION of the sum of one pound sterling paid to the Inventor by the Assignee the receipt and sufficiency of which is hereby acknowledged by the Inventor HEREBY ASSIGNS to the Assignee absolutely all his right title and interest in the Invention(s) and in the Application including the right to claim priority from the Application in any application for a patent or other right, whether national, regional or international, in or for any country in the world, and the right to make applications for and to be granted patents, brevets d'invention, utility models, registered designs and other intellectual property and like rights, whether national, regional or international, in or for any country in the world, either in the name of the Assignee or in the name of the Inventor or in such other name or names as the Assignee may desire, and the right to all patents that may be granted pursuant to the Application, as well as all patents and other intellectual property that may derive priority from or have equivalent claim to or be based upon the Application in any country of the world, and references to the Patents in this Assignment shall be deemed to include all such items of property, and all rights of action, powers and benefits arising from ownership of the Patents, including without limitation the right to sue for damages and other legal and equitable remedies (and retain any financial

award made in any action) in respect of all causes of action arising prior to, on or after the date of this Assignment.

2. The Inventor agrees with the Assignee to execute all such documents and give all such assistance at the expense of the Assignee as the Assignee may require in order to enable the Assignee to enjoy the full benefit of the rights assigned in this Assignment.
3. The Inventor further hereby assigns to the Assignee any and all copyright in any drawings of or associated with the Invention(s) and the development thereof and any and all rights in any design relating to or associated with the Invention(s) and the development thereof.
4. The validity, construction and performance of this Assignment shall be governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS whereof the parties hereto have executed this Assignment the day and year first above written

X  X

Henk Schaake

Digicliff Limited

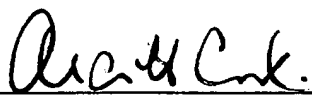
by: X  X
Name: X ALAN COOK X
Position: X DIRECTOR X

EXHIBIT 2



THE COMPANIES ACT 1985

Company No. **4386126**

The Registrar of Companies for England and Wales hereby certifies that

INFINIUM TECHNOLOGIES LIMITED

formerly called **DIGICLIFF LIMITED**

which name was changed by special resolution was incorporated under the
Companies Act 1985

as a limited company on the **4th March 2002** and that the certificate of
incorporation altered to meet the circumstances of the case was issued on
the **2nd March 2003**

Given at Companies House, Cardiff the **15th June 2005**


J. A. LANGHAM
for the Registrar of Companies



Companies House

— for the record —

EXHIBIT 3

ASSIGNMENT

Henk Schaake

Infinium Technologies Limited

ASSIGNMENT

DATE: *X 02nd June 2003. X*

PARTIES:

- (1) HENK SCHAAKE a Dutch citizen, whose home address is Hooizolder 258, 9205 CE Drachten, The Netherlands ("the Inventor")
- (2) INFINTIUM TECHNOLOGIES LIMITED, a British Company whose registered number is 4386126, and whose registered office or principal place of business is at 78 High Street, Lewes, East Sussex, BN7 1XF, United Kingdom ("the Assignee").

RECITALS:

1. The Inventor is the inventor of the invention(s) entitled "Optical Controls" ("the Invention(s)") described in UK Patent Application No. 0208048.9 dated 8 April 2002, in UK Patent Application No.0308094.2 dated 8 April 2003 and in International patent application No. PCT/GB03/001524 dated 8 April 2003 ("the Applications") filed by the Assignee.
2. The Inventor is a director of the Assignee.
3. The Inventor is willing to assign all his right, title and interest in the Invention(s) and the Applications to the Assignee subject to the provisions of this Assignment.

OPERATIVE TERMS:

1. The Inventor IN CONSIDERATION of the sum of one pound sterling paid to the Inventor by the Assignee the receipt and sufficiency of which is hereby acknowledged by the Inventor HEREBY ASSIGNS to the Assignee absolutely all his right title and interest in the Invention(s) and in the Applications including the right to claim priority from the Applications in any application for a patent or other right, whether national, regional or international, in or for any country in the world, and the right to make applications for and to be granted patents, brevets d'invention, utility models, registered designs and other intellectual property and like rights, whether national, regional or international, in or for any country in the world, either in the name of the Assignee or in the name of the Inventor or in such other name or names as the Assignee may desire, and the right to all patents that may be granted pursuant to the Applications, as well as all patents and other intellectual property that may derive priority from or have equivalent claim to or be based upon the Applications in any

country of the world, and references to the Patents in this Assignment shall be deemed to include all such items of property, and all rights of action, powers and benefits arising from ownership of the Patents, including without limitation the right to sue for damages and other legal and equitable remedies (and retain any financial award made in any action) in respect of all causes of action arising prior to, on or after the date of this Assignment.

2. The Inventor agrees with the Assignee to execute all such documents and give all such assistance at the expense of the Assignee as the Assignee may require in order to enable the Assignee to enjoy the full benefit of the rights assigned in this Assignment.
3. The Inventor further hereby assigns to the Assignee any and all copyright in any drawings of or associated with the Invention(s) and the development thereof and any and all rights in any design relating to or associated with the Invention(s) and the development thereof.
4. The validity, construction and performance of this Assignment shall be governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS whereof the parties hereto have executed this
Assignment the day and year first above written

X Henk Schaake X
Henk Schaake

Infinium Technologies Limited

by: X Alan Cook X
Name: X ALAN H. COOK X
Position: X DIRECTOR X

EXHIBIT 4

ASSIGNMENT

Infinium Technologies Limited

Henk Schaake

Cliff Plastic Products Ltd.

ASSIGNMENT

DATE:

9th Dec 2003.

PARTIES:

- (1) INFINIUM TECHNOLOGIES LIMITED, a British Company whose registered number is 04386126, and whose registered office or principal place of business is at 78 High Street, Lewes, East Sussex, BN7 1XF, United Kingdom ("the Assignor")
- (2) HENK SCHAAKE a Dutch citizen, whose home address is Hooizolder 258, 9205 CE Drachten, The Netherlands ("the Inventor") and
- (3) CLIFF PLASTIC PRODUCTS LTD, a British Company whose registered number is 00825324, and whose registered office or principal place of business is at Evershed Court, Fairlight Avenue, Telscombe Cliffs, East Sussex, BN10 7BU ("the Assignee").

RECITALS:

1. The Assignor is the proprietor of UK Patent Application No. 0208048.9 dated 8 April 2002, UK Patent Application No.0308094.2 dated 8 April 2003 and International patent application No. PCT/GB03/001524 dated 8 April 2003 ("the Applications") entitled "Optical Controls" and filed by the Assignor.
2. The Inventor is the inventor of the invention(s) entitled "Optical Controls" ("the Invention(s)") described in the Applications.
3. The Inventor has assigned all his right, title and interest in the in the Invention(s) and in the Applications to the Assignor by virtue of Assignment Agreements dated 1 May 2002 and 2 June 2003.
4. The Assignee is desirous of acquiring the rights in and to the Invention(s) and the Applications.
5. The Assignor and the Inventor are willing to assign all their right, title and interest in the Invention(s) and in the Applications to the Assignee subject to the provisions of this Assignment.

OPERATIVE TERMS:

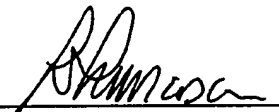
1. The Assignor and the Inventor IN CONSIDERATION of the sum of one pound sterling paid

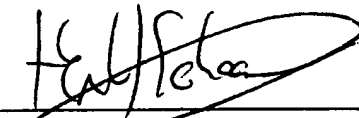
to the Assignor and the Inventor by the Assignee the receipt and sufficiency of which is hereby acknowledged by the Assignor and the Inventor HEREBY ASSIGN to the Assignee absolutely all their right title and interest in the Invention(s) and in the Applications including the right to claim priority from the Applications in any application for a patent or other right, whether national, regional or international, in or for any country in the world, and the right to make applications for and to be granted patents, brevets d'invention, utility models, registered designs and other intellectual property and like rights, whether national, regional or international, in or for any country in the world, either in the name of the Assignee or in such other name or names as the Assignee may desire, as well as all patents and other intellectual property that may derive priority from or have equivalent claim to or be based upon the Applications in any country of the world, and references to the Applications in this Assignment shall be deemed to include all such items of property, and all rights of action, powers and benefits arising from ownership of the Applications, including without limitation the right to sue for damages and other legal and equitable remedies (and retain any financial award made in any action) in respect of all causes of action arising prior to, on or after the date of this Assignment.

2. The Assignor and the Inventor agree with the Assignee to execute all such documents and give all such assistance at the expense of the Assignee as the Assignee may require in order to enable the Assignee to enjoy the full benefit of the rights assigned in this Assignment.
3. The Assignor and the Inventor further hereby assign to the Assignee any and all copyright in any drawings of or associated with the Invention(s) and the development thereof and any and all rights in any design relating to or associated with the Invention(s) and the development thereof.
4. The validity, construction and performance of this Assignment shall be governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS whereof the parties hereto have executed this Assignment the day and
year first above written

Infinium Technologies Limited

by:  X
Name: X DAVID M. MASON X
Position: X DIRECTOR. X

X  X
Henk Schaake

Cliff Plastic Products Ltd.

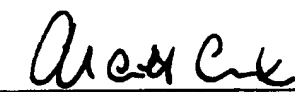
by: X  X
Name: X ALAN H. COOK X
Position: X DIRECTOR. X

EXHIBIT 5



THE COMPANIES ACT 1985

Company No. 825324

The Registrar of Companies for England and Wales hereby certifies that

CLIFFGROUP LIMITED

formerly called **CLIFF PLASTIC PRODUCTS LIMITED**

which name was changed by special resolution was incorporated under the
Companies Act 1948

as a limited company on the **30th October 1964** and that the certificate of
incorporation altered to meet the circumstances of the case was issued on
the **29th September 2003**

Given at Companies House, Cardiff the **18th March 2004**

CATHERINE LLEWELLYN

for the Registrar of Companies



Companies House

— for the record —

EXHIBIT 6



Patents

[Copyright](#)[Designs](#)[Trade Marks](#)[Contact Details](#)[Search](#)[Site Map](#)[Index](#)[Home](#) : [Patents](#) : [Database](#) : [Status](#)

PATENTS STATUS INFORMATION FULL DETAILS

Please click on button below to view the published patent application via esp@cenet.



REGISTER ENTRY FOR GB2390424

Form 1 Application No GB0308094.2 filing date 08.04.2003

Priority claimed:

08.04.2002 in United Kingdom - doc: 0208048

Title OPTICAL CONTROLS

Applicant/Proprietor

INFINIUM TECHNOLOGIES LIMITED, Incorporated in the United Kingdom, 78 High Street, LEWES, East Sussex, BN7 1XF, United Kingdom [ADP No. 08598922002]

Inventor

HENK SCHAAKE, Hooizolder 258, 9205 CE Drachten, Netherlands
[ADP No. 08678062001]

Classified to

G1A H3H
H03K

Address for Service

FRANK B DEHN & CO., 179 Queen Victoria Street, LONDON, EC4V 4EL, United Kingdom
[ADP No. 00000166001]

Publication No GB2390424 dated 07.01.2004

Examination requested 08.04.2003

Grant of Patent (Notification under Section 18(4)) 07.12.2004

Publication of notice in the Patents and Designs Journal (Section 25(1))
05.01.2005

Title of Granted Patent OPTICAL CONTROLS

19.09.2003 Application under Section 30 filed on 17.09.2003

22.09.2003 CLIFF PLASTIC PRODUCTS LTD, Incorporated in the United Kingdom, Evershed Court, Fairlight Avenue, Telscombe Cliffs, East Sussex, BN10 7BU, United Kingdom [ADP No. 08717209001]

registered as Applicant/Proprietor in place of
INFINIUM TECHNOLOGIES LIMITED, Incorporated in the United Kingdom, 78 High Street, LEWES, East Sussex, BN7 1XF, United Kingdom
[ADP No. 08598922002]

by virtue of assignment dated 09.06.2003. Form 21/77 and documents filed on GB0308094.2.

30.03.2004 Application under Section 32 filed on 26.03.2004

02.04.2004 Notification of change of Applicant/Proprietor name of
CLIFF PLASTIC PRODUCTS LTD, Incorporated in the United Kingdom,
Evershed Court, Fairlight Avenue, Telscombe Cliffs, East Sussex,
BN10 7BU, United Kingdom [ADP No. 08717209001]
to
CLIFFGROUP LIMITED, Incorporated in the United Kingdom, Evershed
Court, Fairlight Avenue, Telescombe Cliffs, EAST SUSSEX, BN10 7BU,
United Kingdom [ADP No. 08839847001]
dated 18.03.2004. Official evidence filed on GB2390424

**** END OF REGISTER ENTRY ****

RENEWALS DATA

Date Filed	08.04.2003
Date Not in Force	
Date of Last Renewal	
Year of Last Renewal	
Date Next Renewal Due	08.04.2007
Status	PATENT IN FORCE



New Enquiry

EXHIBIT 7

John Tothill

From: John Tothill
Sent: 20 April 2005 14:41
To: 'henk.schaake@hsdea.nl'
Cc: 'Alan Cook - CliffGroup'
Subject: US Patent Application No. 10/510,376 - Optical Encoders (Our Ref: 81.51.76759/04)
Importance: High

Dear Henk

I have now received the attached Declaration and Assignment documents that need to be filed with the US Patent and Trademark Office by **29 May 2005**.

Can you please check your personal details in these documents and if they are correct, sign and date these documents and return them to me by post as soon as possible so that I can forward them to our US associates. I note that the two documents state your address in Drachten but Mr. Smeding has provided a different contact address. Could you please therefore amend your address details in the electronic documents attached to this email if required.

Thank you for your assistance in this matter.

Yours sincerely

John P. Tothill



1004.declaration.doc



1004.assignment.doc

John P. Tothill
Partner

Email: johnp@frankbdehn.com
Web: <http://www.frankbdehn.com>

EXHIBIT 8

Communication Centre

File	81-76759
- 9 MAY 2005	
Frank B. Dehn & Co.	
RECEIVED	
ANSD	

From: Henk Schaake [henk@digimix.nl]
Sent: 09 May 2005 02:02
To: John Tothill
Subject: Re: US Patent Application No. 10/510,376 - Optical Encoders (Our Ref: 81.51.76759/04)

Dear John,

I have no intention to transfer my inventor rights, etc. So I will not sign the documents.

Best Regards,

Henk Schaake

Quoting John Tothill <johnt@frankbdehn.co.uk>:

> > Dear Henk
> >
> > I have now received the attached Declaration and Assignment documents
> > that
> > need to be filed with the US Patent and Trademark Office by 29 May 2005.
> >
> > Can you please check your personal details in these documents and if they
> > are correct, sign and date these documents and return them to me by post
> > as soon as possible so that I can forward them to our US associates. I
> > note that the two documents state your address in Drachten but Mr.
> > Smeding
> > has provided a different contact address. Could you please therefore
> > amend your address details in the electronic documents attached to this
> > email if required.
> >
> > Thank you for your assistance in this matter.
> >
> > Yours sincerely
> >
> > John P. Tothill
> >
> > <<1004.declaration.doc>> <<1004.assignment.doc>>
> >
> >
> > John P. Tothill
> > Partner
> >
> > Email: johnt@frankbdehn.com
> > Web: http://www.frankbdehn.com
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> > Frank B. Dehn & Co.
> > Telephone +44 (0)20 7206 0600
> > Facsimile +44 (0)20 7206 0700
> > www.frankbdehn.com
> >
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> > is
> > addressed (named above); the information it contains may be confidential
> > and/or legally privileged and protected in law. If the reader of this
> > message is not the intended recipient, it is hereby stipulated that any

12/5/05

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> prohibited. If you have received this communication in error please
> telephone, fax or e-mail us immediately on the numbers or address shown
> here. You may, of course, reverse the charges (call collect).
>

EXHIBIT 9

John Tothill

From: John Tothill
Sent: 11 May 2005 11:56
To: 'Henk Schaake'
Cc: 'henk.schaake@hsdae.nl'
Subject: RE: US Patent Application No. 10/510,376 - Optical Encoders (Our Ref: 81.51.76759/04)
Importance: High

Dear Henk

Thank you for your e-mail of 9 May 2005.

Please be assured that the forms that we have sent to you for signature in connection with the US patent application for the Optical Encoders invention are not intended to and do not transfer any of your inventor's rights over and above the rights that you have already transferred to Cliffgroup Limited in the agreement dated 9 June 2003 that you previously signed in this matter.

The new US documents are simply formal, confirmatory documents that are needed by the US Patent Office to confirm the fact that you have already assigned the relevant rights to Cliffgroup. Such forms are required for each and every US patent application that is filed, and thus there is nothing unusual or unique about the current application, or our need for your signature.

I apologise if this was not clear from our earlier correspondence, and for any confusion that that may have caused.

I enclose for your information a copy of the earlier agreement with Cliffgroup that you signed, which as you will see, does transfer the relevant rights to Cliffgroup. Thus, by signing the US forms, you will not be transferring any of your rights over and above the rights that you have already transferred to Cliffgroup.

I should also point out that the enclosed, earlier signed agreement also includes a clause whereby you agree to execute any and all documents that may be necessary to allow Cliffgroup to prosecute patent applications for these inventions. The forms for the US patent application fall into this category, and you should therefore sign the US forms in accordance with your earlier agreement that you would do so.

I hope that this clarifies the situation, and that you will now be happy to sign the documents for the US patent application. Of course, if you have any further queries or would like to discuss this, then please do not hesitate to contact me.

I apologise once again for any confusion that may have been caused.

I look forward to hearing from you shortly.

Yours sincerely

John P. Tothill



09062003.pdf

John P. Tothill
Partner

Email: johnt@frankbdehn.com
Web: <http://www.frankbdehn.com>

From: Henk Schaake[SMTP:henk@digimix.nl]
Sent: 09 May 2005 03:02
To: John Tothill
Subject: Re: US Patent Application No. 10/510,376 - Optical Encoders (Our Ref: 81.51.76759/04)

Dear John,

I have no intention to transfer my inventor rights, etc. So I will not sign the documents.

Best Regards,

Henk Schaake

Quoting John Tothill <johnt@frankbdehn.co.uk>:

>> Dear Henk
>>
>> I have now received the attached Declaration and Assignment documents
> that
>> need to be filed with the US Patent and Trademark Office by 29 May 2005.
>
>>
>> Can you please check your personal details in these documents and if they
>> are correct, sign and date these documents and return them to me by post
>> as soon as possible so that I can forward them to our US associates. I
>> note that the two documents state your address in Drachten but Mr.
> Smeding
>> has provided a different contact address. Could you please therefore
>> amend your address details in the electronic documents attached to this
>> email if required.
>>
>> Thank you for your assistance in this matter.
>>
>> Yours sincerely
>>
>> John P. Tothill
>>
>> <<1004.declaration.doc>> <<1004.assignment.doc>>
>>
>>
>> John P. Tothill
>> Partner
>>
>> Email: johnt@frankbdehn.com
>> Web: <http://www.frankbdehn.com>
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>
>

EXHIBIT 10

Communication Centre

From: henk.schaake@hsdae.nl
Sent: 12 May 2005 00:00
To: John Tothill
Subject: RE: US Patent Application No. 10/510,376 - Optical Encoders (Our Ref: 81.51.76759/04)

81.76759/04
12 MAY 2005
Frank B. Dehn & Co. RECEIVED
ANSD


Cliff Digimix
flowchart and em...

Dear John,

I was aware of this contract. At the time I signed this contract as part of 'the deal' which I had with Cliff. This deal was proposed by me in an email and supplemented by a flowchart by Alan depicting it graphically. Later on both parties signed a hardcopy (see attachment).

Cliffs obligation was to pay a monthly consultancy fee, a fixed sum of 7500 euro, to Digimix as long as Infinium would continue the development, production, sales and marketing of optical control products and its technology.

When Cliff decided to cut the monthly payment, I was entitled to quit from both

Infinium and Digimix and to go elsewhere with my invention (see last few lines email txt).

It is therefore clear that if Cliff breaks its agreement then all underlying contracts and agreements are no longer valid.

I will not sign.

Best Regards

Henk Schaake

Quoting John Tothill <johnt@frankbdehn.co.uk>:

> Dear Henk
>
> Thank you for your e-mail of 9 May 2005.
>
> Please be assured that the forms that we have sent to you for signature in
> connection with the US patent application for the Optical Encoders
> invention
> are not intended to and do not transfer any of your inventor's rights over
> and above the rights that you have already transferred to Cliffgroup
> Limited
> in the agreement dated 9 June 2003 that you previously signed in this
> matter.
>
> The new US documents are simply formal, confirmatory documents that are
> needed by the US Patent Office to confirm the fact that you have already
> assigned the relevant rights to Cliffgroup. Such forms are required for
> each and every US patent application that is filed, and thus there is
> nothing unusual or unique about the current application, or our need for
> your signature.
>
> I apologise if this was not clear from our earlier correspondence, and for
> any confusion that that may have caused.
>
> I enclose for your information a copy of the earlier agreement with
> Cliffgroup that you signed, which as you will see, does transfer the

> relevant rights to Cliffgroup. Thus, by signing the US form you will not
> be transferring any of your rights over and above the rights that you have
> already transferred to Cliffgroup.
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> sign the documents for the US patent application. Of course, if you have
> any further queries or would like to discuss this, then please do not
> hesitate to contact me.
>
> I apologise once again for any confusion that may have been caused.
>
> I look forward to hearing from you shortly.
>
> Yours sincerely
>
>
>
>
> John P. Tothill
>
> <<09062003.pdf>>
>
>
>
> > John P. Tothill
> > Partner
> >
> > Email: johnt@frankbdehn.com
> > Web: http://www.frankbdehn.com
> >
> >
> > -----
> > From: Henk Schaake[SMTP:henk@digimix.nl]
> > Sent: 09 May 2005 03:02
> > To: John Tothill
> > Subject: Re: US Patent Application No. 10/510,376 - Optical Encoders
> > (Our Ref: 81.51.76759/04)
> >
> > Dear John,
> >
> > I have no intention to transfer my inventor rights, etc. So I will not
> > sign the
> > documents.
> >
> > Best Regards,
> >
> > Henk Schaake
> >
> >
> >
> > Quoting John Tothill <johnt@frankbdehn.co.uk>:
> >
> > > Dear Henk
> > >
> > > I have now received the attached Declaration and Assignment documents
> > > that
> > > need to be filed with the US Patent and Trademark Office by 29 May
> > > 2005.
> > >
> > >
> > > Can you please check your personal details in these documents and if
> > they

THIS PAGE IS BLANK

Dear Allen,

Please let me share a few considerations regarding further cooperation on the next optical control elements project. We all agree that this is a very special project with a tremendous potential. We know more or less what we all have to do but the R&D, production and marketing start-up will by no means be straight forward. This innovation involves mechanics, electronics, optics and software developments. We definitely need more than enough time and extensive effort from all of us to harvest this great opportunity.

I can only speak for what I see is Digimix responsibility. I have had a discussion mainly with my partner Roel. We anticipated what need to be our role in this joint-venture and how to reorganise tasks within Digimix to be able to maximize our time and effort we can spend on the new project without disappointing our current and possible new digital audio development customers. These customers will probably be among the first interested in the optical control elements, so this is also in Cliffs interest. We came to the conclusion that we need enough budget to hire at least one new fulltime digital audio engineer and that we also need to be able to possibly outsource some tasks as well.

I personally will need to travel quite a few times to the UK and maybe further abroad. A further last but not least condition is that we need a steady income for our company to enable us to commit 100% to the project without too much other hassle. This all is very important to us.

Adding things up we will need a monthly budget of 7500 euro to cover most of our costs. This should also be a monthly minimum we are allowed to withdraw. You should also determine such a similar budget for Cliff. Our mutual budgets will be paid from Future profits. The payments should start as soon as we signed an agreement and found proper funding. Then we will also be ready to go to the patent bureau to get things started, etc.

If our monthly amount of euro 7500 is for some reason not possible we are probably forced to at first postpone and later look for other possibilities down the road because we can not give up our current Digimix customers and/or cut corners on our part of the project as a result.

I am curious about what you have come up with from your side.

Best regards,

Henk

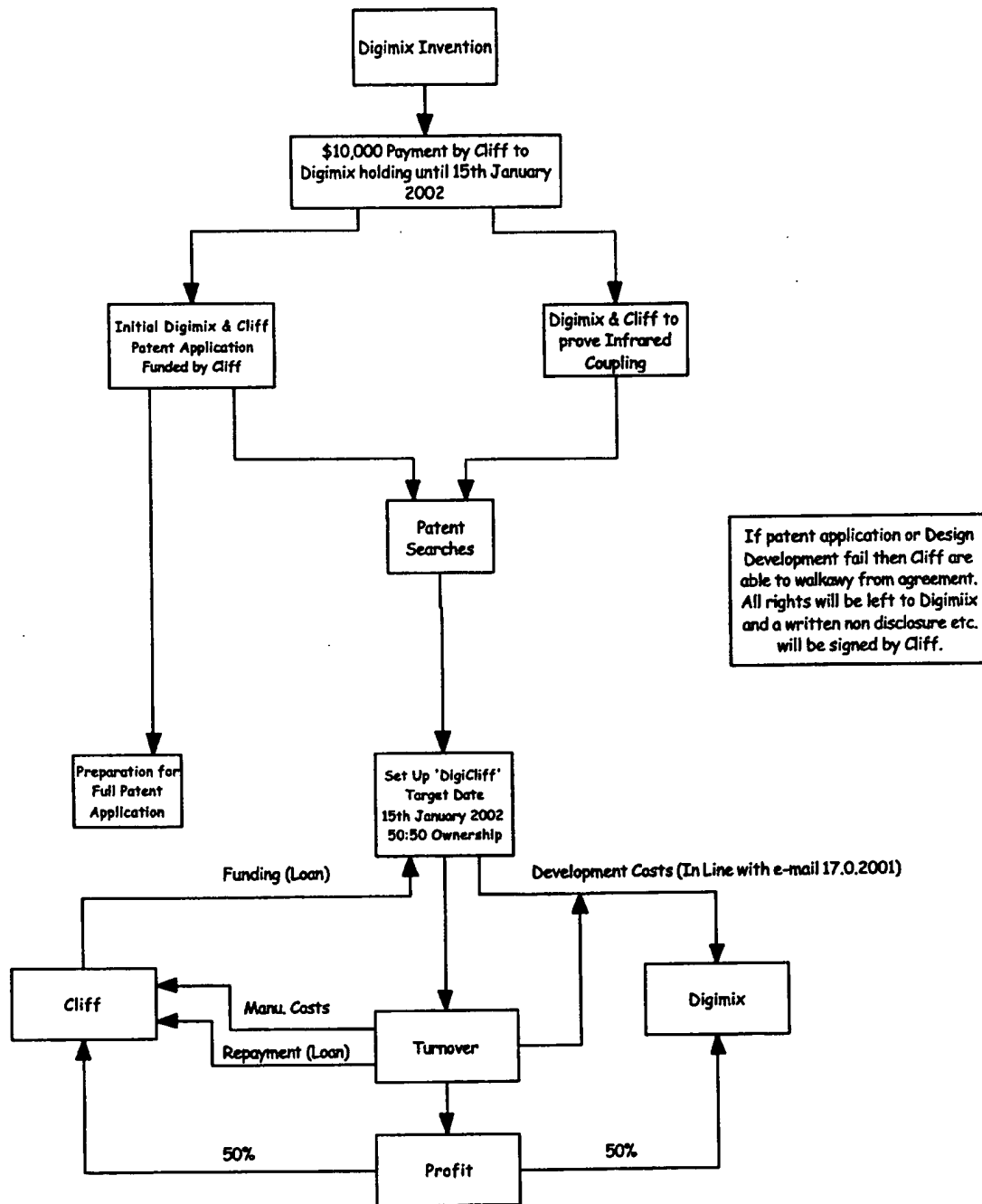


EXHIBIT 11

Communication Centre

From: henk.schaake@hsdae.nl
Sent: 12 May 2005 10:55
To: johnt@frankbdehn.co.uk
Subject: Fwd: RE: US Patent Application No. 10/510,376 - Optical Encoders (Our Ref: 81.51.76759/04)



Cliff Digimix
flowchart and em...

Dear John,

File 81. 76759/04
12 MAY 2005
Frank B. Dehn & Co.
RECEIVED
ANSD

I do not want to be a 'hardfeelings' person in this matter. I understand that you need my signature before a certain date expires. So I would like to compromise with Cliff in this matter if they are prepared to pay a reasonable compensation fee. I think that this is the best way to solve this matter quickly. Maybe this could even be a first step to normalise my relationship with Cliff in the future. Please convey this message to Alan. Also tell him that he should be very careful dismissing my offer to settle this quickly or to offer me a ridiculous low amount. I have nothing to lose here. Nothing.

I am sorry that you are now involved in this matter, John.

Best Regards,

Henk Schaake

----- Forwarded message from henk.schaake@hsdae.nl -----
Date: Thu, 12 May 2005 02:00:05 +0200
From: henk.schaake@hsdae.nl
Reply-To: henk.schaake@hsdae.nl
Subject: RE: US Patent Application No. 10/510,376 - Optical Encoders (Our Ref: 81.51.76759/04)
To: John Tothill <johnt@frankbdehn.co.uk>

Dear John,

I was aware of this contract. At the time I signed this contract as part of 'the deal' which I had with Cliff. This deal was proposed by me in an email and supplemented by a flowchart by Alan depicting it graphically. Later on both parties signed a hardcopy (see attachment).

Cliffs obligation was to pay a monthly consultancy fee, a fixed sum of 7500 euro, to Digimix as long as Infinium would continue the development, production, sales and marketing of optical control products and its technology.

When Cliff decided to cut the monthly payment, I was entitled to quit from both Infinium and Digimix and to go elsewhere with my invention (see last few lines email txt).

It is therefore clear that if Cliff breaks its agreement then all underlying contracts and agreements are no longer valid.

I will not sign.

Best Regards

Dech due
29/5/05

Henk Schaake

Quoting John Tothill <johnt@frankbdehn.co.uk>:

> Dear Henk
>
> Thank you for your e-mail of 9 May 2005.
>
> Please be assured that the forms that we have sent to you for signature in
> connection with the US patent application for the Optical Encoders
> invention
> are not intended to and do not transfer any of your inventor's rights over
> and above the rights that you have already transferred to Cliffgroup
> Limited
> in the agreement dated 9 June 2003 that you previously signed in this
> matter.
>
> The new US documents are simply formal, confirmatory documents that are
> needed by the US Patent Office to confirm the fact that you have already
> assigned the relevant rights to Cliffgroup. Such forms are required for
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>
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> includes a clause whereby you agree to execute any and all documents that
> may be necessary to allow Cliffgroup to prosecute patent applications for
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> earlier agreement that you would do so.
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> I hope that this clarifies the situation, and that you will now be happy to
> sign the documents for the US patent application. Of course, if you have
> any further queries or would like to discuss this, then please do not
> hesitate to contact me.
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> I apologise once again for any confusion that may have been caused.
>
> I look forward to hearing from you shortly.
>
> Yours sincerely
>
>
>
>
>
> John P. Tothill
>
> <<09062003.pdf>>
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>
> > John P. Tothill
> > Partner
> >
> > Email: johnt@frankbdehn.com
> > Web: <http://www.frankbdehn.com>
> >

> >
> > -----
> > From: Henk Schaaake[SMTP:henk@digimix.nl]
> > Sent: 09 May 2005 03:02
> > To: John Tothill
> > Subject: Re: US Patent Application No. 10/510,376 - Optical Encoders
> > (Our Ref: 81.51.76759/04)
> >
> > Dear John,
> >
> > I have no intention to transfer my inventor rights, etc. So I will not
> > sign the
> > documents.
> >
> > Best Regards,
> >
> > Henk Schaaake
> >
> >
> >
> > Quoting John Tothill <johnt@frankbdehn.co.uk>:
> >
> > > Dear Henk
> > >
> > > I have now received the attached Declaration and Assignment documents
> > > that
> > > need to be filed with the US Patent and Trademark Office by 29 May
> > > 2005.
> > >
> > > >
> > > > Can you please check your personal details in these documents and if
> > > they
> > > are correct, sign and date these documents and return them to me by
> > > post
> > > as soon as possible so that I can forward them to our US associates.
> > > I
> > > note that the two documents state your address in Drachten but Mr.
> > > Smeding
> > > has provided a different contact address. Could you please therefore
> > > amend your address details in the electronic documents attached to
> > > this
> > > email if required.
> > >
> > > Thank you for your assistance in this matter.
> > >
> > > Yours sincerely
> > >
> > > John P. Tothill
> > >
> > > <<1004.declaration.doc>> <<1004.assignment.doc>>
> > >
> > >
> > > John P. Tothill
> > > Partner
> > >
> > > Email: johnt@frankbdehn.com
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 >
 >

----- End forwarded message -----

EXHIBIT 12

Henk Schaake
Service Centrum Leger Des Heils
Tuinen 32
8911 KE Leeuwarden
The Netherlands

date 22 June 2005
your ref
our ref 81.51.76759/04

BY DHL COURIER AND E-MAIL

Dear Henk

**United States Patent Application No. 10/510,376
Optical Encoders**

I refer to the above patent application.

Please find enclosed a copy of the above application as it presently stands, including the description, claims, drawings and abstract of the application in the International phase and as amended upon entry of the US national phase.

Also enclosed is a Declaration for filing with the US Patent and Trademark Office. This document simply sets out that you are the first inventor of the invention described and claimed in the above patent application and that you agree with all the statements made in this application. This document does not change the ownership of the above patent application (this patent application has been assigned in its entirety to Cliffgroup Limited).

I would ask you to reconsider your position and sign and date the enclosed Declaration. Please return the signed declaration to me by Wednesday 6 July 2005 at the very latest.

Thank you for your assistance in this matter.

Yours sincerely



John P. Tothill

cc Henk Schaake, Hooizolder 258, 9250 CE Drachten, The Netherlands (BY DHL with encls)
Henk Schaake, HSDAE, Henk Schaake Digital Audio Engineering, Post Box 760, 9200 AT Drachten, The Netherlands (by post with encls)

Encl. dap

Partners

Christopher P Pett MA **
Kerry J Tomlinson MA *
Michael J Butler MA **
Julian Cockbain MA DPhil **
Christopher R Davies BSc **
Alexander J Piesold BSc **
Derek P Matthews BSc PhD *

Hanna Dzegłowska BSc PhD **
Roberto Calamita MA **
David Lackey BSc **
Alison J Hague MA **
Philip D Towler MA **
Andrea M Hughes BEng LLM **
John P Tothill MA *

John C Marsden MA *
Robert P Jackson BSc LLM *
Elizabeth Jones MSc PhD *
Louise A Golding MA *
Rebecca Gardner BSc *
Philip M Jeffrey BSc PhD *
Annabel R Beacham MA DPhil *

Adrian Samuels MA *
Neil Campbell BA *
Charlotte Stirling MA *
Philip M Webber MA PhD *

Associates

Anne R Grant MA DPhil **
Matthew Hall BA MSc *
Jason Stevens BA *
Joseph M Letang LLB *
Philippa Power MEng *
Deborah J Owen MA PhD *
Jamie B Thomson BSc PhD *

Elaine P Hulme BSc *
Katherine F Mabey MA *
Christopher R Goddard MA PhD *

*UK Chartered Patent Attorney, European Patent Attorney *UK Registered Trade Mark Attorney, European Trade Mark Attorney

Offices in London Munich Brighton Oxford

EXHIBIT 13

John Tothill

From: henk.schaake@hsdae.nl[SMTP:henk.schaake@hsdae.nl]
Sent: 23 June 2005 23:11
To: John Tothill
Subject: Re: United States Patent Application No. 10/510,376 (Our Ref: 81.5176 759/04)

Dear John,

I see no reason to change my position which I have made all too clear to Alan.

Best Regards,

Henk Schaake

Quoting John Tothill <johnt@frankbdehn.co.uk>:

> By mail and email
>
>> Dear Henk
>>
>> United States Patent Application No. 10/510,376
>> Optical Encoders
>>
>> I refer to the above patent application.
>>
>> Please find enclosed a copy of the above application as it presently
>> stands, including the description, claims, drawings and abstract of the
>> application in the International phase and as amended upon entry of the
> US
>> national phase.
>>
>> Also enclosed is a Declaration for filing with the US Patent and
> Trademark
>> Office. This document simply sets out that you are the first inventor of
>> the invention described and claimed in the above patent application and
>> that you agree with all the statements made in this application. This
>> document does not change the ownership of the above patent application
>> (this patent application has been assigned in its entirety to Cliffgroup
>> Limited).
>>
>> I would ask you to reconsider your position and sign and date the
> enclosed
>> Declaration. Please return the signed declaration to me by Wednesday 6
>> July 2005 at the very latest.
>>
>> Thank you for your assistance in this matter.
>>
>> Yours sincerely
>>
>> John P. Tothill
>>
>> cc: Henk Schaake, Hooizolder 258, 9250 CE Drachten, The Netherlands (BY
>> DHL with encls)
>> Henk Schaake, HSDAE, Henk Schaake Digital Audio Engineering, Post
>> Box 760, 9200 AT Drachten, The Netherlands (by post with encls)
>>
>>
>> <<76759-04>> <<76759-04_1>> <<76759-04>> <<76759-04_1>>
>> <<76759-04_2>>
>>
>>
>> John P. Tothill
>> Partner
>>

> > Email: johnb@frankbdehn.com
> > Web: <http://www.frankbdehn.com>
> >

> >
> Frank B. Dehn & Co.
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>

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Cliffgroup Limited

Application No./Patent No.: 10/510,376 Filed/Issue Date: October 8, 2004

Entitled: Optical Controls

Cliffgroup Limited, a corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %
in the patent application/patent identified above by virtue of either:

A. [] An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. [✓] A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Henk Schaake To: Digiclip Limited
The document was recorded in the United States Patent and Trademark Office at
Reel 016250, Frame 0939-0942, or for which a copy thereof is attached.
2. From: Digiclip Limited To: Infinium Technologies Limited
The document was recorded in the United States Patent and Trademark Office at
Reel 018240, Frame 0223-0224, or for which a copy thereof is attached.
3. From: Henk Schaake To: Infinium Technologies Limited
The document was recorded in the United States Patent and Trademark Office at
Reel 018240, Frame 0239-0242, or for which a copy thereof is attached.

[✓] Additional documents in the chain of title are listed on a supplemental sheet.

[✓] Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

27.07.2005
Date
+44 1273 583767
Telephone number

Alan Cook
Typed or printed name
[Signature]
Signature
Director
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

SUPPLEMENTAL SHEET TO STATEMENT UNDER 37 CFR 3.73(B) LISTING
ADDITIONAL DOCUMENTS IN THE CHAIN OF TITLE

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